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AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, OPAL CHESTER, hereafter referred to as 'Lessor,' and FINLEY RESOURCES INC., hereafter referred to as 'Lessee', are parties to that certain Oil and Gas Lease dated November 1, 2005, and recorded in D205365397, of the Official Records of Tarrant County, Texas (the 'Lease'), said Lease being a part of Assignment and Bill of Sale conveyances recorded in D207365556, dated September 27, 2007, D210109815, dated January 1, 2010 and D210117986, dated May 19, 2010, Official Public Records, Tarrant County, Texas, which Lease Covers the following described lands:

Lots 103, 105 and 107, Block 1, Garvey Addition, an addition to the City of Fort Worth, Tarrant County, Texas.

WHEREAS, Lessor and Lessee recognize that the primary term of the Lease was extended for an additional two (2) years from the original primary term expiration as recorded in Document No. D210194412, Official Public Records, Tarrant County, Texas.

WHEREAS, Lessor and Lessee recognize that said Lease is in full force and effect; and it is the desire of both Lessor and Lessee to amend said Lease in the manner provided herein below.

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree to amend the first (1st) line of Section 2. by removing the words "three (3)" adding the word "six (6)" to so that the first line now reads:

"2. Subject to the other provisions herein contained, this is a paid-up lease and shall be for a term of six (6)";

Additionally, Lessor and Lessee agree to amend the Land Description by removing the words **"Lots 103, 105 and 107, Block 1, Garvey Addition, an addition to the City of Fort Worth, Tarrant County, Texas."** so that the Land Description now reads **"0.3410 of an acre of land, more or less, described as Lots 103,105 & 107, Block 1, Garvey Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 106, Page 151, Deed Records, Tarrant County, Texas."**

Additionally, Lessor and Lessee agree to remove Section 13 in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged it is agreed by and between the parties that the undersigned hereby adopts, ratifies and confirms the Lease and all of its terms and provisions, and agrees that said name on the Lease should be **GAIL K. CHESTER**, dealing in her sole and separate property as referenced in Probate Case No. 2008-0002351-2 of Tarrant County, Texas, and hereby leases, demises and lets to the Lessee, and the Lessee's successors and assigns, all of her interest in the Subject Land as fully and completely as if she had originally been named as a lessor in the Lease and had executed, acknowledged and delivered the Lease to the Lessee. The undersigned agrees and declares that the Lease is binding, valid and covers all of the undersigned's interests in the Subject Land.

Lessor and Lessee hereby adopt, ratify and confirm said Lease as the same is hereby amended, and Lessor hereby grants, leases, and lets all of the acreage above-described and referred to unto Lessee subject to and under the terms and provisions of said Lease; and such Lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties executing the amendment.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

EXECUTED the 17th day of September, 2010.

LESSOR

GAIL K. CHESTER

Gail K. Chester

LESSEE

FINLEY PRODUCTION CO., LP

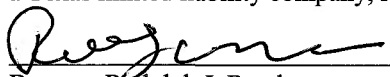
A Texas limited partnership,

by FPC GP, LLC,

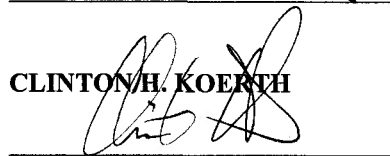
a Texas limited liability company, its general partner

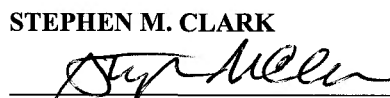
By: *Clinton Koehn*
 Its: Vice President

RJR ASSET HOLDINGS, L.P.
a Texas limited partnership,
by RJR Asset Holdings Management, LLC,
a Texas limited liability company, its general partner


By: Rudolph J. Renda
Its: Manager

BRENT D. TALBOT


CLINTON H. KOERTH


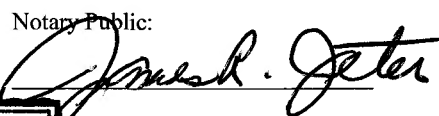
STEPHEN M. CLARK


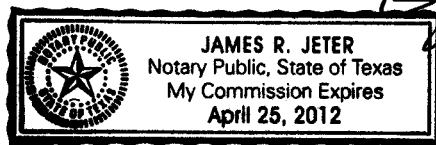
STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this 17TH day of September, 2010 personally appeared **GAIL K. CHESTER** dealing in her sole and separate property, acknowledged to me that she executed the same as her free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 17TH day of September, 2010.

My commission expires:
4-25-2012

Notary Public:


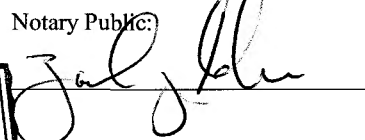


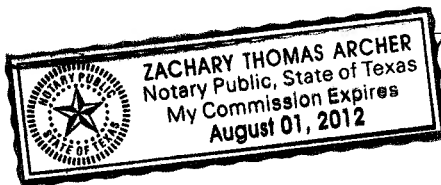
STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this 30TH day of SEPTEMBER, 2010 personally appeared **CLINTON H. KOERTH** as the Vice President of FPC GP, LLC, the general partner of Finley Production Co., L.P., and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 30TH day of SEPTEMBER, 2010.

My commission expires:
8-1-2012

Notary Public:


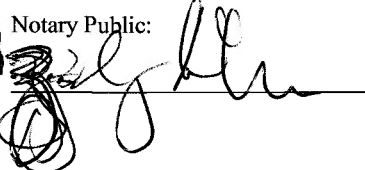


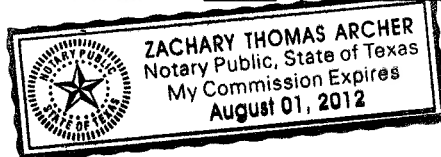
STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this 30TH day of SEPTEMBER, 2010 personally appeared **RUDOLPH J. RENDA** as the Manager of RJR Asset Holdings Management, LLC, the general partner of RJR Asset Holdings, L.P., and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 30TH day of SEPTEMBER, 2010.

My commission expires:
8-1-2012

Notary Public:




STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this 31st day of SEPTEMBER, 2010 personally appeared **BRENT D. TALBOT** acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

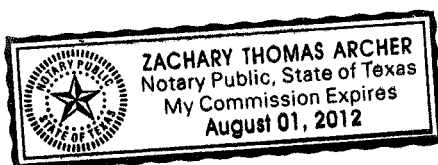
Given under my hand and seal of office this 31st day of SEPTEMBER, 2010.

My commission expires:

8-1-2012

Notary Public:

[Signature]



STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, on this 30th day of SEPTEMBER, 2010 personally appeared **CLINTON H. KOERTH** acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

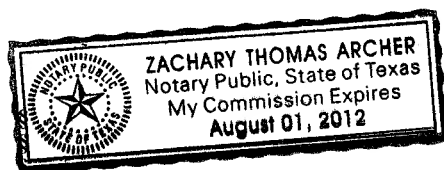
Given under my hand and seal of office this 30th day of SEPTEMBER 2010.

My commission expires:

8-1-2012

Notary Public:

[Signature]



STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, on this 30th day of SEPTEMBER, 2010 personally appeared **STEPHEN M. CLARK** acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 30th day of SEPTEMBER 2010.

My commission expires:

8-1-2012

Notary Public:

[Signature]



PLEASE RETURN TO:
ATTN: ZACHARY ARCHER
FINLEY RESOURCES, INC.
P O BOX 2200
FORT WORTH, TX 76113

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FINLEY RESOURCES INC
PO BOX 2200
FT WORTH, TX 76113

Submitter: FINLEY RESOURCES INC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/4/2010 10:11 AM

Instrument #: D210243617

LSE

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PGS

\$24.00

By: _____

Suzanne Henderson

D210243617

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL